

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A COMBINED FIRST AMENDMENT TO LOAN AGREEMENT, TRUST INDENTURE AND PROMISSORY NOTE IN CONNECTION WITH THE REFINANCING OF THE ECONOMIC DEVELOPMENT REVENUE BONDS (THE 110 GENERAL PARTNERSHIP PROJECT), SERIES 1984A, OF THE CITY OF FORT WAYNE, INDIANA, THE PROCEEDS OF WHICH WERE LOANED TO THE 110 GENERAL PARTNERSHIP TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF COMMERCIAL FACILITIES LOCATED WITHIN THE CITY OF FORT WAYNE, INDIANA; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fort Wayne, Indiana (the "Issuer"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana, by virtue of the laws of the State of Indiana, including Indiana Code, Title 18, Article 6, Chapter 4.5 as recodified and amended at I.C. 36-7-12, is authorized and empowered, among other things, (a) to make loans to assist in the financing and refinancing of the acquisition, construction and installation of an economic development facility, located within the boundaries of the Issuer, (b) to issue and sell its revenue bonds to provide moneys for such loans and, (c) to enact this Ordinance and to execute and deliver the agreements and instruments hereinafter identified; and

WHEREAS, this Common Council heretofore determined that the issuance of the Issuer's \$1,700,000 Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A (the "Series 1984A Bonds"), would promote the welfare of the people of the Issuer, create or preserve jobs and employment opportunities, assist in the development of economic, commercial and industrial activities to the benefit of the people of the Issuer, and that the Issuer, by assisting with the financing of the acquisition, construction and installation of certain office buildings constituting commercial facilities, located within the boundaries of the Issuer, through the issuance of the Series 1984A Bonds, would be acting in the manner consistent with and in furtherance of a public purpose and the provisions of Indiana Code, Title 18, Article 6, Chapter 4.5 as recodified and amended at I.C. 36-7-12 (the "Act"); and

WHEREAS, this Common Council has determined to refinance the Series 1984A Bonds in order to provide for a lower interest rate to be payable on the Series 1984A Bonds and thereby effect cost savings and promote the welfare of the people of the Issuer, create or preserve jobs and employment opportunities, and assist in the development of economic, commercial and industrial activities to the benefit of the people of the Issuer;

WHEREAS, in connection with the refinancing of the Series 1984A Bonds it is necessary to provide for certain amendments to the Trust Indenture dated as of April 1, 1984 (the "Indenture") between the Issuer and NBD Bank, N.A. (successor trustee to Summit Bank), as Trustee (the "Trustee"), the Loan Agreement dated as of April 1, 1984, between the Issuer and The 110 General Partnership (the "Borrower"), and the Promissory Note dated April 4, 1984 (the "Note") of the Borrower to the Issuer and assigned to the Trustee; and

1 WHEREAS, in connection with such refinancing, it is
2 also necessary to amend Ordinance No. 5-28-84 passed and
3 adopted by this Common Council on March 27, 1984 (the
4 "Authorizing Ordinance") and to authorize other action in
5 connection therewith; and

6 WHEREAS, the subject matter of this Ordinance
7 constitutes an emergency measure necessary for the
8 immediate preservation of the public peace, health,
9 safety and welfare of the Issuer, and for the further
10 reason that this Ordinance must take effect at the
11 earliest possible date in order to take advantage of
12 current interest rates thereby lowering financing costs
13 and to maintain and create jobs and advance and promote
14 commercial and economic development within the boundaries
15 of the Issuer;

16 NOW THEREFORE, BE IT ORDAINED by the Common Council of
17 the City of Fort Wayne, Indiana, as follows:

18 Section 1. Definitions. All defined terms used herein
19 and those not otherwise defined herein shall have the
20 respective meanings given to them in the Indenture.

21 Section 2. Authorization of Amendment Agreement and
22 All Other Documents to be Executed by the Issuer. The
23 Executive and Clerk of the Issuing Authority are
24 authorized and directed to execute, acknowledge and
25 deliver in the name and on behalf of the Issuer, the
26 Combined First Amendment to Loan Agreement, Trust
27 Indenture and Promissory Note dated as of April 1, 1994
28 (the "Amendment Agreement"), among the Issuer, the
29 Borrower, the Trustee, the Bank and the holder of all of
30 the outstanding Series 1984A Bonds, in substantially the
31 form submitted to the Issuer, which is hereby approved,
32 with such changes therein not inconsistent with this
33 Ordinance and not substantially adverse to the Issuer as
34 may be permitted by the Act and approved by the officers
35 executing the same on behalf of the Issuer. The approval
36 of such changes by said officers, and that any such
37 changes are not substantially adverse to the Issuer,
38 shall be conclusively evidenced by the execution of the
39 Amendment Agreement by such officers.

40 The Executive and Clerk of the Issuing Authority are
41 each hereby separately authorized to take any and all
42 actions and to execute such financing statements,
43 assignments, certificates and other instruments that may
44 be necessary or appropriate in the opinion of Peck,
45 Shaffer & Williams, as Bond Counsel, in order to effect
46 the refinancing of the Series 1984A Bonds and the intent
47 of this Ordinance including, without limitation, any
48 documents necessary to maintain the exclusion from gross
49 income for federal income tax purposes of interest on the
50 Series 1984A Bonds.

51 Section 3. Amendment of the Authorizing Ordinance.
52 The first sentence of the second paragraph of Section 4
53 of the Authorizing Ordinance shall be amended and
54 restated in its entirety to read as follows: "The Bonds
55 shall bear interest from their respective dates until and
56 including April 1, 1994 at the fixed rate of ten and one-
57 half percent (10-1/2%) per annum, and thereafter shall
58 not to exceed 6 1/4% interest, such rate to be
59 established in a certificate of the Executive.

60 Section 4. No Personal Liability. No recourse under
61 or upon any obligation, covenant, acceptance or agreement
62 contained in this Ordinance, or in any Series 1984A Bond,
63 or in the Amendment Agreement, or under any judgment

1 obtained against the Issuer, or by the enforcement of any
2 assessment, or by any legal or equitable proceeding by
3 virtue of any constitution or statute or otherwise, or
4 under any circumstances, shall be had against any member,
5 officer, agent or employee, as such, past, present, or
6 future, of the Issuer, either directly or through the
7 Issuer, or otherwise, for the payment for or to the
8 Issuer or any receiver thereof, or for or to any holder
9 of any Series 1984A Bond, or otherwise, of any sum that
10 may be due and unpaid by the Issuer upon any of the
11 Series 1984A Bonds. Any and all personal liability of
12 every nature, whether at common law or in equity, or by
13 statute or by constitution or otherwise, of any such
14 member, officer, agent or employee, as such, to respond
15 by reason of any act or omission on his or her part, or
16 otherwise, for, directly or indirectly, the payment for
17 or to the Issuer or any receiver thereof, or for or to
18 the owner or any holder of any Series 1984A Bond, or
19 otherwise, of any sum that may remain due and unpaid upon
20 any Series 1984A Bond, shall be deemed to be expressly
21 waived and released as a condition of and consideration
22 for the execution and delivery of the Amendment Agreement
23 and the refinancing of the Series 1984A Bonds.

24 Section 5. Security Pledged for Series 1984A Bonds.
25 The Series 1984A Bonds are special obligations of the
1 Issuer and shall be equally and ratably payable solely
2 from the Bond Fund and Pledged Receipts and secured by a
3 pledge of and lien on such Pledged Receipts and the Bond
4 Fund. The Series 1984A Bonds shall be further secured by
5 the Indenture, the Mortgage, the Assignment of Rents and
6 Lease and the Guaranty; and anything in this Ordinance,
7 the Authorizing Ordinance, the Indenture, the Amendment
8 Agreement or the Series 1984A Bonds to the contrary
9 notwithstanding, neither this Ordinance, the Authorizing
10 Ordinance, the Indenture, the Amendment Agreement, the
11 Series 1984A Bonds, nor any other instrument delivered in
12 connection therewith shall represent or constitute a
13 general debt or a pledge of the faith and credit or
14 taxing power of the Issuer or of the Issuer. The Series
15 1984A Bonds are not in any respect a general obligation
16 of the Issuer, nor are they payable in any manner from
17 revenues raised by taxation, and the Series 1984A Bonds
18 shall contain on the face thereof a statement to that
19 effect. Nothing herein shall be deemed to prohibit the
20 Issuer, of its own volition, from using, to the extent it
21 may be lawfully authorized to do so, any other resources
22 or revenues for the fulfillment of any of the terms,
23 conditions or obligations of the Indenture, the Amendment
24 Agreement, this Ordinance, the Authorizing Ordinance or
25 any of the Series 1984A Bonds.

26 Section 6. Severability. If any section, paragraph or
27 provision of this Ordinance shall be held to be invalid
28 or unenforceable for any reason, the invalidity or
29 unenforceability of such section, paragraph or provision
30 shall not affect any of the remaining provisions of this
31 Ordinance.

32 Section 7. Repeal of Conflicting Ordinances. All
33 ordinances and orders, or parts thereof, in conflict with
34 the provisions of this Ordinance are, to the extent of
35 such conflict, hereby repealed.

36 Section 8. Compliance With Open Door Law. It is
37 hereby determined that all formal actions of this Common
38 Council relating to the adoption of this Ordinance were
39 taken in an open meeting of this Common Council, that all
40 deliberations of this Common Council and of its
41 committees, if any, which resulted in formal action, were

in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including the Indiana Open Door Law.

Section 9. Emergency. This Ordinance is hereby declared to be an emergency measure and is necessary for the immediate preservation of the public peace, health, safety and welfare of the Issuer and for the further reason that this Ordinance must take effect at the earliest possible date in order to proceed promptly with the refinancing of the Series 1984A Bonds and effect the cost savings therefrom in order to maintain and create jobs and advance and promote commercial and economic development in the boundaries of the Issuer.

Section 10. Effective Date. This Ordinance shall take effect and be in force immediately upon its passage and approval as provided by law.

Cleitus R Edmonds

Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay,
City Attorney

CERTIFICATE

The undersigned, City Clerk of the City of Fort Wayne, Indiana, hereby certifies that the foregoing is a true and complete copy of Ordinance No. 1-14-94 of the Common Council with respect to the refinancing of the outstanding City of Fort Wayne, Indiana Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A adopted on the 2nd day of March, 1994, and has not been amended or rescinded as of this date.

Dated: 3-22, 1994

Reuben E. Kennedy-
City Clerk,
City of Fort Wayne, Indiana

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by _____, title and referred to the Committee on _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: _____

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by _____, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 3-22-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-14-94 on the 22nd day of March, 1994

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of March, 1994, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of March, 1994, at the hour of 9:00 o'clock A.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

SUSPENSION OF RULES

BILL NO. D-94-03-14.

COUNCILMEMBER Edmonds, MOVED TO SUSPEND THE RULES
FOR THE PASSAGE OF BILL NO. D-94-03-14, AT THE COMMON COUNCIL
MEETING OF THE CITY OF FORT WAYNE, INDIANA, HELD ON THE 22nd,
DAY OF March, 1994, SAID MOTION WAS SECONDED BY
COUNCILMEMBER _____, AND DULY PASSED BY UNANIMOUS
VOTE OF ALL LEGALLY ELECTED MEMBERS OF THE COMMON COUNCIL. THE ABOVE
BILL NO. D-94-03-14 WAS THEN PLACED ON PASSAGE.

DATED: 3-22-94.

Sandra E. Kennedy-
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmidt
PRESIDING OFFICER

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA
ON 3-22-94, BILL NO. D-94-03-14.

ATTEST

DATED: 3-22-94

SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Sandra E. Kennedy-

BILL NO.

S-94-03-14

(as amended)

REPORT OF THE COMMITTEE ON
FINANCE

CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) The 110 General Partnership
Project

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Cletus Edmonds

Donald Schmidt

Archie Lunsey

David Long

DATED: 3-22-94

Sandra E. Kennedy
City Clerk



The City of Fort Wayne

Paul Helmke, Mayor

MEMORANDUM

LAW DEPARTMENT

TO: MEMBERS OF COMMON COUNCIL
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL
DATE: March 22, 1994
SUBJECT: THE 110 GENERAL PARTNERSHIP PROJECT/
SERIES 1984A BOND ISSUE

(as amended)
D-94-03-4

This transaction is a refinancing of \$1,700,000 in outstanding bonds issued in 1984 to lower the interest rate. The proposed ordinance amends the original bond documents to reflect the new interest rate of 6½%.

Your approval of the ordinance will formalize the documents to reflect the new interest rate. Your favorable consideration is appreciated.

DIGEST SHEET

TITLE OF ORDINANCE ORDINANCE
DEPARTMENT REQUESTING ORDINANCE ECONOMIC DEVELOPMENT
SYNOPSIS OF ORDINANCE ORDINANCE APPROVES THE COMBINED FIRST
AMENDMENT TO LOAN AGREEMENT, TRUST INDENTURE AND PROMISSORY NOTE
REFINANCING ECONOMIC DEVELOPMENT REVENUE BONDS FOR THE 110 GENERAL
PARTNERSHIP PROJECT, SERIES 1984A AT A LOWER INTEREST RATE.

EFFECT OF PASSAGE BOND ISSUE CAN BE REFINANCED AT A LOWER INTEREST
RATE - 6 1/4%.

EFFECT OF NON-PASSAGE BOND ISSUE CANNOT BE REFINANCED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

Not to exceed 6 1/4% interest,
such rate to be established
in a certificate of the Executive.

See 3 of the ordinance
See D^{and} ~~Sec 4 and Sec 5 & 6~~ of the Combined
first amendment

1 WHEREAS, in connection with such refinancing, it is
2 also necessary to amend Ordinance No. 5-28-84 passed and
3 adopted by this Common Council on March 27, 1984 (the
4 "Authorizing Ordinance") and to authorize other action in
5 connection therewith; and

6 WHEREAS, the subject matter of this Ordinance
7 constitutes an emergency measure necessary for the
8 immediate preservation of the public peace, health,
9 safety and welfare of the Issuer, and for the further
10 reason that this Ordinance must take effect at the
11 earliest possible date in order to take advantage of
12 current interest rates thereby lowering financing costs
13 and to maintain and create jobs and advance and promote
14 commercial and economic development within the boundaries
15 of the Issuer;

16 NOW THEREFORE, BE IT ORDAINED by the Common Council of
17 the City of Fort Wayne, Indiana, as follows:

18 Section 1. Definitions. All defined terms used herein
19 and those not otherwise defined herein shall have the
20 respective meanings given to them in the Indenture.

21 Section 2. Authorization of Amendment Agreement and
22 All Other Documents to be Executed by the Issuer. The
23 Executive and Clerk of the Issuing Authority are
24 authorized and directed to execute, acknowledge and
25 deliver in the name and on behalf of the Issuer, the
26 Combined First Amendment to Loan Agreement, Trust
27 Indenture and Promissory Note dated as of April 1, 1994
28 (the "Amendment Agreement"), among the Issuer, the
29 Borrower, the Trustee, the Bank and the holder of all of
30 the outstanding Series 1984A Bonds, in substantially the
31 form submitted to the Issuer, which is hereby approved,
32 with such changes therein not inconsistent with this
 Ordinance and not substantially adverse to the Issuer as
 may be permitted by the Act and approved by the officers
 executing the same on behalf of the Issuer. The approval
 of such changes by said officers, and that any such
 changes are not substantially adverse to the Issuer,
 shall be conclusively evidenced by the execution of the
 Amendment Agreement by such officers.

33 The Executive and Clerk of the Issuing Authority are
34 each hereby separately authorized to take any and all
35 actions and to execute such financing statements,
36 assignments, certificates and other instruments that may
37 be necessary or appropriate in the opinion of Peck,
38 Shaffer & Williams, as Bond Counsel, in order to effect
39 the refinancing of the Series 1984A Bonds and the intent
40 of this Ordinance including, without limitation, any
41 documents necessary to maintain the exclusion from gross
42 income for federal income tax purposes of interest on the
43 Series 1984A Bonds.

44 Section 3. Amendment of the Authorizing Ordinance.
45 The first sentence of the second paragraph of Section 4
46 of the Authorizing Ordinance shall be amended and
47 restated in its entirety to read as follows: "The Bonds
48 shall bear interest from their respective dates until and
49 including April 1, 1994 at the fixed rate of ten and one-
50 half percent (10-1/2%) per annum, and thereafter shall
51 bear interest at a fixed rate of six and one quarter
52 percent (6-1/4%) per annum."

53 Section 4. No Personal Liability. No recourse under
54 or upon any obligation, covenant, acceptance or agreement
55 contained in this Ordinance, or in any Series 1984A Bond,
56 or in the Amendment Agreement, or under any judgment

**COMBINED FIRST AMENDMENT TO
LOAN AGREEMENT, TRUST INDENTURE AND PROMISSORY NOTE**

This Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note(the "Amendment Agreement") is entered into as of this first day of April, 1994 among The 110 General Partnership, an Indiana general partnership (the "Borrower"), the City of Fort Wayne, Indiana, an Indiana political subdivision (the "Issuer"), NBD Bank, N.A. (successor trustee to Summit Bank), a national banking association located in, and duly authorized to exercise corporate trust power under the laws of, the State of Indiana, as trustee (the "Trustee"), The Cincinnati Insurance Company, an Ohio corporation and holder of all of the outstanding Series 1984A Bonds (the "Bondholder"), and NBD Bank, N.A. (successor letter of credit provider to Summit Bank), as provider of an irrevocable letter of credit securing the payment of principal and interest on the Series 1984A Bonds (the "Bank"), under the following circumstances:

A. The Borrower entered into a Loan Agreement dated as of April 1, 1984 (the "Loan Agreement") with the Issuer, pursuant to the terms of which the Issuer loaned to the Borrower the aggregate principal amount of \$1,700,000, and Borrower delivered its Promissory Note dated April 4, 1984 (the "Note") to the Issuer, which assigned it to the Trustee, to evidence said loan.

B. To finance costs of the Project, as defined in the Loan Agreement, the Issuer has issued its Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A, in the aggregate principal amount of \$1,700,000 (the "Series 1984A Bonds"); such Series 1984A Bonds being issued pursuant to the Trust Indenture dated as of April 1, 1984 (the "Trust Indenture") between the Issuer and the Trustee and under the Bond Legislation (as defined in the Loan Agreement).

C. The amounts payable by the Borrower pursuant to the Note are equal to the amounts payable by the Issuer as principal, premium (if any) and interest on the Series 1984A Bonds.

D. In connection with the refinancing of the Series 1984A Bonds, the parties hereto desire to make certain amendments to the Loan Agreement, the Trust Indenture and the Note, to provide that the rate of interest on the Series 1984A Bonds and on the Note, commencing April 1, 1994, shall be six and one-quarter percent (6-1/4%) per annum.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower, the Issuer, the Trustee, the Bondholder and the Bank agree as follows:

SECTION 1. By their execution of this Amendment Agreement, each party hereto irrevocably and expressly consents, and each purchaser of a Series 1984A Bond following the execution and delivery of this Amendment Agreement irrevocably and

expressly consents, to the provisions of this Amendment Agreement, which consents shall be binding on all future holders of the Series 1984A Bonds.

SECTION 2. The form of Series 1984A Bond set forth in the Preambles to the Trust Indenture is hereby amended and restated in its entirety to read as set forth in the attached Exhibit A.

SECTION 3. By executing this Amendment Agreement, each party hereto waives any notice of the amendment of the Loan Agreement, the Note or the Trust Indenture required to be given by any of said documents.

SECTION 4. The first sentence of the second paragraph of Section 4 of the Bond Legislation as set forth in the preambles to the Trust Indenture is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "The Bonds shall bear interest from their respective dates and until and including April 1, 1994 at a fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a fixed rate of six and one-quarter percent (6-1/4%) per annum."

SECTION 5. The second sentence of the third paragraph of the Note is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "This Note shall bear interest (calculated on the outstanding principal amount of the Series 1984A Bonds from time to time) until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at the fixed rate of six and one-quarter percent (6-1/4%) per annum, payable in immediately available funds on each monthly interest payment date hereon, commencing the last business day preceding May 1, 1984, and continuing until the entire principal sum hereof is paid."

SECTION 6. The second sentence of the third paragraph of Exhibit C to the Loan Agreement is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "This Note shall bear interest (calculated on the outstanding principal amount of the Series 1984A Bonds from time to time) until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at the fixed rate of six and one-quarter percent (6-1/4%) per annum, payable in immediately available funds on each monthly interest payment date hereon, commencing the last business day preceding May 1, 1984, and continuing until the entire principal sum hereof is paid."

SECTION 7. The notice addresses for the Bank and the Trustee under the Trust Indenture and the Loan Agreement are hereby amended to read as follows:

As to the Bank:

NBD Bank, N.A.
P.O. Box 2345
1 Summit Square
Fort Wayne, IN 46801-2345

As to the Trustee:

NBD Bank, N.A.
P.O. Box 2345
1 Summit Square
Fort Wayne, IN 46801-2345

SECTION 8. From and after the time of taking effect of this Amendment Agreement, the Loan Agreement, the Trust Indenture and the Note will be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Loan Agreement, Trust Indenture and Note of the parties thereto shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this Amendment Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Loan Agreement, Trust Indenture and Note for any and all purposes.

SECTION 9. This Amendment Agreement may be executed in multiple counterparts each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 10. All indemnification provisions of the Trust Indenture, the Loan Agreement and the Note are incorporated herein by reference and shall be applicable to this Amendment Agreement.

SECTION 11. This Amendment Agreement is adopted with the intent that the laws of the State of Indiana shall govern its construction.

IN WITNESS WHEREOF, the parties have executed this Amendment
Agreement as of the day and year first above written.

Borrower

THE 110 GENERAL PARTNERSHIP

By _____

Title:

Issuer

CITY OF FORT WAYNE, INDIANA

By _____

By _____

Trustee

NBD BANK, N.A.

By _____

Title:

Attest:

By _____

Title:

Letter of Credit Bank
NBD BANK, N.A.

By _____
Title:

Attest:

By _____
Title:

Bondholder
**THE CINCINNATI INSURANCE
COMPANY**

By _____
Title:

The form, correctness and legality of the foregoing Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note is hereby approved.

J. Timothy McCauley
City Attorney

This instrument prepared by:

PECK, SHAFFER & WILLIAMS
88 East Broad Street, Suite 800
Columbus, Ohio 43215

ACKNOWLEDGMENTS

STATE OF INDIANA

COUNTY OF _____, ss:

On this _____ day of April, 1994 before me, a notary public in and for the county and state aforesaid, personally appeared _____, to me known and known to me to be the _____ of The 110 General Partnership, an Indiana general partnership, and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said limited partnership for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said general partnership as such officer; that the same is his free act and deed as such officer, and the free act and deed of said general partnership; and that he was duly authorized thereunto by its partners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of the City of Fort Wayne, Indiana, the above-described municipal corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said municipal corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said municipal corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said municipal corporation; and that they were duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this _____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of Summit Bank, as trustee, the above-described Indiana banking corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said corporation; and that they were duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of Summit Bank, as letter of credit bank, the above-described Indiana banking corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said corporation; and that they were duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF OHIO

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____, to me known and known to me to be the _____ of The Cincinnati Insurance Company, an Ohio corporation and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

EXHIBIT A

BOND FORM

**COMBINED FIRST AMENDMENT TO
LOAN AGREEMENT, TRUST INDENTURE AND PROMISSORY NOTE**

This Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note (the "Amendment Agreement") is entered into as of this first day of April, 1994 among The 110 General Partnership, an Indiana general partnership (the "Borrower"), the City of Fort Wayne, Indiana, an Indiana political subdivision (the "Issuer"), NBD Bank, N.A. (successor trustee to Summit Bank), a national banking association located in, and duly authorized to exercise corporate trust power under the laws of, the State of Indiana, as trustee (the "Trustee"), the Cincinnati Insurance Company, an Ohio corporation and holder of all of the outstanding Series 1984A Bonds (the "Bondholder"), and NBD Bank, N.A. (successor letter of credit provider to Summit Bank), as provider of an irrevocable letter of credit securing the payment of principal and interest on the Series 1984A Bonds (the "Bank"), under the following circumstances:

A. The Borrower entered into a Loan Agreement dated as of April 1, 1984 (the "Loan Agreement") with the Issuer, pursuant to the terms of which the Issuer loaned to the Borrower the aggregate principal amount of \$1,700,000, and Borrower delivered its Promissory Note dated April 4, 1984 (the "Note") to the Issuer, which assigned it to the Trustee, to evidence said loan.

B. To finance costs of the Project, as defined in the Loan Agreement, the Issuer has issued its Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A, the aggregate principal amount of \$1,700,000 (the "Series 1984A Bonds"); such Series 1984A Bonds being issued pursuant to the Trust Indenture dated as of April 1, 1984 (the "Trust Indenture") between the Issuer and the Trustee and under the Bond Legislation (as defined in the Loan Agreement).

C. The amounts payable by the Borrower pursuant to the Note are equal to the amounts payable by the Issuer as principal, premium (if any) and interest on the Series 1984A Bonds.

D. In connection with the refinancing of the Series 1984A Bonds, the parties hereto desire to make certain amendments to the Loan Agreement, the Trust Indenture and the Note, to provide that the rate of interest on the Series 1984A Bonds and on the Note, commencing April 1, 1994, shall not exceed six and one-quarter percent (6-1/4%) interest, such rate to be established in a certificate of the Executive.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower, the Issuer, the Trustee, the Bondholder and the Bank agree as follows:

SECTION 1. By their execution of this Amendment Agreement, each party hereto irrevocably and expressly consents, and each purchaser of a Series 1984A Bond following the execution and delivery of this Amendment Agreement irrevocably and

expressly consents, to the provisions of this Amendment Agreement, which consents shall be binding on all future holders of the Series 1984A Bonds.

SECTION 2. The form of Series 1984A Bond set forth in the Preambles to the Trust Indenture is hereby amended and restated in its entirety to read as set forth in the attached Exhibit A.

SECTION 3. By executing this Amendment Agreement, each party hereto waives any notice of the amendment of the Loan Agreement, the Note or the Trust Indenture required to be given by any of said documents.

SECTION 4. The first sentence of the second paragraph of Section 4 of the Bond Legislation as set forth in the preambles to the Trust Indenture is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "The Bonds shall bear interest from their respective dates and until and including April 1, 1994 at a fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a fixed rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive."

SECTION 5. The second sentence of the third paragraph of the Note is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "This Note shall bear interest (calculated on the outstanding principal amount of the Series 1984A Bonds from time to time) until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive, payable in immediately available funds on each monthly interest payment date hereon, commencing the last business day preceding May 1, 1984, and continuing until the entire principal sum hereof is paid."

SECTION 6. The second sentence of the third paragraph of Exhibit C to the Loan Agreement is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "This Note shall bear interest (calculated on the outstanding principal amount of the Series 1984A Bonds from time to time) until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive, payable in immediately available funds on each monthly interest payment date hereon, commencing the last business day preceding May 1, 1984, and continuing until the entire principal sum hereof is paid."

SECTION 7. The notice addresses for the Bank and the Trustee under the Trust Indenture and the Loan Agreement are hereby amended to read as follows:

As to the Bank:

NBD BANK, N.A.
P.O. Box 2345
1 Summit Square
Fort Wayne, IN 46801-2345

As to the Trustee:

NBD Bank, N.A.
P.O. Box 2345
1 Summit Square
Fort Wayne, IN 46801-2345

SECTION 8. From and after the time of taking effect of this Amendment Agreement, the Loan Agreement, the Trust Indenture and the Note will be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Loan Agreement, Trust Indenture and Note of the parties thereto shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this Amendment Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Loan Agreement, Trust Indenture and Note for any and all purposes.

SECTION 9. This Amendment Agreement may be executed in multiple counterparts each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 10. All indemnification provisions of the Trust Indenture, the Loan Agreement and the Note are incorporated herein by reference and shall be applicable to this Amendment Agreement.

SECTION 11. This Amendment Agreement is adopted with the intent that the laws of the State of Indiana shall govern its construction.

IN WITNESS WHEREOF, the parties have executed this Amendment
Agreement as of the day and year first above written.

Borrower

THE 110 GENERAL PARTNERSHIP

By _____

Title:

Issuer

CITY OF FORT WAYNE, INDIANA

By _____

By _____

Trustee

NBD BANK, N.A.

By _____

Title:

Attest:

By _____

Title:

Letter of Credit Bank
NBD BANK, N.A.

By _____
Title:

Attest:

By _____
Title:

Bondholder
**THE CINCINNATI INSURANCE
COMPANY**

By _____
Title:

The form, correctness and legality of the foregoing Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note is hereby approved.

J. Timothy McCauley
City Attorney

This instrument prepared by:

PECK, SHAFFER & WILLIAMS
88 East Broad Street, Suite 800
Columbus, Ohio 43215

ACKNOWLEDGMENTS

STATE OF INDIANA

COUNTY OF _____, ss:

On this _____ day of April, 1994 before me, a notary public in and for the county and state aforesaid, personally appeared _____, to me known and known to me to be the _____ of The 110 General Partnership, an Indiana general partnership, and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said limited partnership for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said general partnership as such officer; that the same is his free act and deed as such officer, and the free act and deed of said general partnership; and that he was duly authorized thereunto by its partners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of the City of Fort Wayne, Indiana, the above-described municipal corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said municipal corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said municipal corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said municipal corporation; and that they were duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of Summit Bank, as trustee, the above-described Indiana banking corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said corporation; and that they were duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of Summit Bank, as letter of credit bank, the above-described Indiana banking corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said corporation; and that they were duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF OHIO

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____, to me known and known to me to be the _____ of The Cincinnati Insurance Company, an Ohio corporation and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

EXHIBIT A

BOND FORM

**COMBINED FIRST AMENDMENT TO
LOAN AGREEMENT, TRUST INDENTURE AND PROMISSORY NOTE**

This Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note (the "Amendment Agreement") is entered into as of this first day of April, 1994 among The 110 General Partnership, an Indiana general partnership (the "Borrower"), the City of Fort Wayne, Indiana, an Indiana political subdivision (the "Issuer"), NBD Bank, N.A. (successor trustee to Summit Bank), a national banking association located in, and duly authorized to exercise corporate trust power under the laws of, the State of Indiana, as trustee (the "Trustee"), the Cincinnati Insurance Company, an Ohio corporation and holder of all of the outstanding Series 1984A Bonds (the "Bondholder"), and NBD Bank, N.A. (successor letter of credit provider to Summit Bank), as provider of an irrevocable letter of credit securing the payment of principal and interest on the Series 1984A Bonds (the "Bank"), under the following circumstances:

A. The Borrower entered into a Loan Agreement dated as of April 1, 1984 (the "Loan Agreement") with the Issuer, pursuant to the terms of which the Issuer loaned to the Borrower the aggregate principal amount of \$1,700,000, and Borrower delivered its Promissory Note dated April 4, 1984 (the "Note") to the Issuer, which assigned it to the Trustee, to evidence said loan.

B. To finance costs of the Project, as defined in the Loan Agreement, the Issuer has issued its Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A, the aggregate principal amount of \$1,700,000 (the "Series 1984A Bonds"); such Series 1984A Bonds being issued pursuant to the Trust Indenture dated as of April 1, 1984 (the "Trust Indenture") between the Issuer and the Trustee and under the Bond Legislation (as defined in the Loan Agreement).

C. The amounts payable by the Borrower pursuant to the Note are equal to the amounts payable by the Issuer as principal, premium (if any) and interest on the Series 1984A Bonds.

D. In connection with the refinancing of the Series 1984A Bonds, the parties hereto desire to make certain amendments to the Loan Agreement, the Trust Indenture and the Note, to provide that the rate of interest on the Series 1984A Bonds and on the Note, commencing April 1, 1994, shall not exceed six and one-quarter percent (6-1/4%) interest, such rate to be established in a certificate of the Executive.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower, the Issuer, the Trustee, the Bondholder and the Bank agree as follows:

SECTION 1. By their execution of this Amendment Agreement, each party hereto irrevocably and expressly consents, and each purchaser of a Series 1984A Bond following the execution and delivery of this Amendment Agreement irrevocably and

expressly consents, to the provisions of this Amendment Agreement, which consents shall be binding on all future holders of the Series 1984A Bonds.

SECTION 2. The form of Series 1984A Bond set forth in the Preambles to the Trust Indenture is hereby amended and restated in its entirety to read as set forth in the attached Exhibit A.

SECTION 3. By executing this Amendment Agreement, each party hereto waives any notice of the amendment of the Loan Agreement, the Note or the Trust Indenture required to be given by any of said documents.

SECTION 4. The first sentence of the second paragraph of Section 4 of the Bond Legislation as set forth in the preambles to the Trust Indenture is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "The Bonds shall bear interest from their respective dates and until and including April 1, 1994 at a fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a fixed rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive."

SECTION 5. The second sentence of the third paragraph of the Note is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "This Note shall bear interest (calculated on the outstanding principal amount of the Series 1984A Bonds from time to time) until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive, payable in immediately available funds on each monthly interest payment date hereon, commencing the last business day preceding May 1, 1984, and continuing until the entire principal sum hereof is paid."

SECTION 6. The second sentence of the third paragraph of Exhibit C to the Loan Agreement is hereby amended by deleting that sentence in its entirety and substituting in lieu thereof the following sentence: "This Note shall bear interest (calculated on the outstanding principal amount of the Series 1984A Bonds from time to time) until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive, payable in immediately available funds on each monthly interest payment date hereon, commencing the last business day preceding May 1, 1984, and continuing until the entire principal sum hereof is paid."

SECTION 7. The notice addresses for the Bank and the Trustee under the Trust Indenture and the Loan Agreement are hereby amended to read as follows:

As to the Bank:

NBD BANK, N.A.
P.O. Box 2345
1 Summit Square
Fort Wayne, IN 46801-2345

As to the Trustee:

NBD Bank, N.A.
P.O. Box 2345
1 Summit Square
Fort Wayne, IN 46801-2345

SECTION 8. From and after the time of taking effect of this Amendment Agreement, the Loan Agreement, the Trust Indenture and the Note will be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Loan Agreement, Trust Indenture and Note of the parties thereto shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this Amendment Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Loan Agreement, Trust Indenture and Note for any and all purposes.

SECTION 9. This Amendment Agreement may be executed in multiple counterparts each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 10. All indemnification provisions of the Trust Indenture, the Loan Agreement and the Note are incorporated herein by reference and shall be applicable to this Amendment Agreement.

SECTION 11. This Amendment Agreement is adopted with the intent that the laws of the State of Indiana shall govern its construction.

IN WITNESS WHEREOF, the parties have executed this Amendment
Agreement as of the day and year first above written.

Borrower
THE 110 GENERAL PARTNERSHIP

By _____
Title:

Issuer
CITY OF FORT WAYNE, INDIANA

By _____

By _____

Trustee
NBD BANK, N.A.

By _____
Title:

Attest:

By _____
Title:

Letter of Credit Bank
NBD BANK, N.A.

By _____
Title:

Attest:

By _____
Title:

Bondholder
**THE CINCINNATI INSURANCE
COMPANY**

By _____
Title:

The form, correctness and legality of the foregoing Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note is hereby approved.

J. Timothy McCauley
City Attorney

This instrument prepared by:

PECK, SHAFFER & WILLIAMS
88 East Broad Street, Suite 800
Columbus, Ohio 43215

ACKNOWLEDGMENTS

STATE OF INDIANA

COUNTY OF _____, ss:

On this _____ day of April, 1994 before me, a notary public in and for the county and state aforesaid, personally appeared _____, to me known and known to me to be the _____ of The 110 General Partnership, an Indiana general partnership, and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said limited partnership for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said general partnership as such officer; that the same is his free act and deed as such officer, and the free act and deed of said general partnership; and that he was duly authorized thereunto by its partners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of the City of Fort Wayne, Indiana, the above-described municipal corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said municipal corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said municipal corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said municipal corporation; and that they were duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of Summit Bank, as trustee, the above-described Indiana banking corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said corporation; and that they were duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF INDIANA

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____ and _____, to me known and known to me to be the _____ and _____, respectively, of Summit Bank, as letter of credit bank, the above-described Indiana banking corporation and to me known to be the persons who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers; that the same is their free act and deed as such officers, and the free act and deed of said corporation; and that they were duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

STATE OF OHIO

COUNTY OF _____, ss:

On this ____ day of April, 1994, before me, a notary public in and for the county and state aforesaid, personally appeared _____, to me known and known to me to be the _____ of The Cincinnati Insurance Company, an Ohio corporation and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public

(SEAL)

EXHIBIT A

BOND FORM

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A COMBINED FIRST AMENDMENT TO LOAN AGREEMENT, TRUST INDENTURE AND PROMISSORY NOTE IN CONNECTION WITH THE REFINANCING OF THE ECONOMIC DEVELOPMENT REVENUE BONDS (THE 110 GENERAL PARTNERSHIP PROJECT), SERIES 1984A, OF THE CITY OF FORT WAYNE, INDIANA, THE PROCEEDS OF WHICH WERE LOANED TO THE 110 GENERAL PARTNERSHIP TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF COMMERCIAL FACILITIES LOCATED WITHIN THE CITY OF FORT WAYNE, INDIANA; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fort Wayne, Indiana (the "Issuer"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana, by virtue of the laws of the State of Indiana, including Indiana Code, Title 18, Article 6, Chapter 4.5 as recodified and amended at I.C. 36-7-12, is authorized and empowered, among other things, (a) to make loans to assist in the financing and refinancing of the acquisition, construction and installation of an economic development facility, located within the boundaries of the Issuer, (b) to issue and sell its revenue bonds to provide moneys for such loans and, (c) to enact this Ordinance and to execute and deliver the agreements and instruments hereinafter identified; and

WHEREAS, this Common Council heretofore determined that the issuance of the Issuer's \$1,700,000 Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A (the "Series 1984A Bonds"), would promote the welfare of the people of the Issuer, create or preserve jobs and employment opportunities, assist in the development of economic, commercial and industrial activities to the benefit of the people of the Issuer, and that the Issuer, by assisting with the financing of the acquisition, construction and installation of certain office buildings constituting commercial facilities, located within the boundaries of the Issuer, through the issuance of the Series 1984A Bonds, would be acting in the manner consistent with and in furtherance of a public purpose and the provisions of Indiana Code, Title 18, Article 6, Chapter 4.5 as recodified and amended at I.C. 36-7-12 (the "Act"); and

WHEREAS, this Common Council has determined to refinance the Series 1984A Bonds in order to provide for a lower interest rate to be payable on the Series 1984A Bonds and thereby effect cost savings and promote the welfare of the people of the Issuer, create or preserve jobs and employment opportunities, and assist in the development of economic, commercial and industrial activities to the benefit of the people of the Issuer;

WHEREAS, in connection with the refinancing of the Series 1984A Bonds it is necessary to provide for certain amendments to the Trust Indenture dated as of April 1, 1984 (the "Indenture") between the Issuer and NBD Bank, N.A. (successor trustee to Summit Bank), as Trustee (the "Trustee"), the Loan Agreement dated as of April 1, 1984, between the Issuer and The 110 General Partnership (the "Borrower"), and the Promissory Note dated April 4, 1984 (the "Note") of the Borrower to the Issuer and assigned to the Trustee; and

WHEREAS, in connection with such refinancing, it is also necessary to amend Ordinance No. 5-28-84 passed and adopted by this Common Council on March 27, 1984 (the "Authorizing Ordinance") and to authorize other action in connection therewith; and

WHEREAS, the subject matter of this Ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Issuer, and for the further reason that this Ordinance must take effect at the earliest possible date in order to take advantage of current interest rates thereby lowering financing costs and to maintain and create jobs and advance and promote commercial and economic development within the boundaries of the Issuer;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana, as follows:

Section 1. Definitions. All defined terms used herein and those not otherwise defined herein shall have the respective meanings given to them in the Indenture.

Section 2. Authorization of Amendment Agreement and All Other Documents to be Executed by the Issuer. The Executive and Clerk of the Issuing Authority are authorized and directed to execute, acknowledge and deliver in the name and on behalf of the Issuer, the Combined First Amendment to Loan Agreement, Trust Indenture and Promissory Note dated as of April 1, 1994 (the "Amendment Agreement"), among the Issuer, the Borrower, the Trustee, the Bank and the holder of all of the outstanding Series 1984A Bonds, in substantially the form submitted to the Issuer, which is hereby approved, with such changes therein not inconsistent with this Ordinance and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers, and that any such changes are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of the Amendment Agreement by such officers.

The Executive and Clerk of the Issuing Authority are each hereby separately authorized to take any and all actions and to execute such financing statements, assignments, certificates and other instruments that may be necessary or appropriate in the opinion of Peck, Shaffer & Williams, as Bond Counsel, in order to effect the refinancing of the Series 1984A Bonds and the intent of this Ordinance including, without limitation, any documents necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 1984A Bonds.

Section 3. Amendment of the Authorizing Ordinance. The first sentence of the second paragraph of Section 4 of the Authorizing Ordinance shall be amended and restated in its entirety to read as follows: "The Bonds shall bear interest from their respective dates until and including April 1, 1994 at the fixed rate of ten and one-half percent (10-1/2%) per annum, and thereafter shall bear interest at a rate not to exceed six and one-quarter percent (6-1/4%), such rate to be established in a certificate of the Executive."

Section 4. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, or in any Series 1984A Bond, or in the Amendment Agreement, or under any judgment obtained against the Issuer, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any member, officer, agent or employee, as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any of the Series 1984A Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Series 1984A Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, agent or employee, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Series 1984A Bond, or otherwise, of any sum that may remain due and unpaid upon any Series 1984A Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Amendment Agreement and the refinancing of the Series 1984A Bonds.

Section 5. Security Pledged for Series 1984A Bonds. The Series 1984A Bonds are special obligations of the Issuer and shall be equally and ratably payable solely from the Bond Fund and Pledged Receipts and secured by a pledge of and lien on such Pledged Receipts and the Bond Fund. The Series 1984A Bonds shall be further secured by the Indenture, the Mortgage, the Assignment of Rents and Lease and the Guaranty; and anything in this Ordinance, the Authorizing Ordinance, the Indenture, the Amendment Agreement or the Series 1984A Bonds to the contrary notwithstanding, neither this Ordinance, the Authorizing Ordinance, the Indenture, the Amendment Agreement, the Series 1984A Bonds, nor any other instrument delivered in connection therewith shall represent or constitute a general debt or a pledge of the faith and credit or taxing power of the Issuer or of the Issuer. The Series 1984A Bonds are not in any respect a general obligation of the Issuer, nor are they payable in any manner from revenues raised by taxation, and the Series 1984A Bonds shall contain on the face thereof a statement to that effect. Nothing herein shall be deemed to prohibit the Issuer, of its own volition, from using, to the extent it may be lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Indenture, the Amendment Agreement, this Ordinance, the Authorization Ordinance or any of the Series 1984A Bonds.

Section 6. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. Repeal of Conflicting Ordinances. All ordinances and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8. Compliance With Open Door Law. It is hereby determined that all formal actions of this Common Council relating to the adoption of this Ordinance were taken in an open meeting of this Common Council, that all deliberations of this Common Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including the Indiana Open Door Law.

Section 9. Emergency. This Ordinance is hereby declared to be an emergency measure and is necessary for the immediate preservation of the public peace, health, safety and welfare of the Issuer and for the further reason that this Ordinance must take effect at the earliest possible date in order to proceed promptly with the refinancing of the Series 1984A Bonds and effect the cost savings therefrom in order to maintain and create jobs and advance and promote commercial and economic development in the boundaries of the Issuer.

Section 10. Effective Date. This Ordinance shall take effect and be in force immediately upon its passage and approval as provided by law.

Councilman

APPROVED AS TO FORM
AND LEGALITY.

J. Timothy McCaulay,
City Attorney
Dated this _____ day of _____, 1994

CERTIFICATE

The undersigned, City Clerk of the City of Fort Wayne, Indiana, hereby certifies that the foregoing is a true and complete copy of Ordinance No. _____ of the Common Council with respect to the refinancing of the outstanding City of Fort Wayne, Indiana Economic Development Revenue Bonds (The 110 General Partnership Project), Series 1984A adopted on the ____ day of _____, 1994, and has not been amended or rescinded as of this date.

Dated: _____, 1994

City Clerk,
City of Fort Wayne, Indiana

Not to exceed 6 1/4% interest,
such rate to be established
in a certificate of the Executive.